

EXHIBIT E

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

THOMAS A. EAMES, ROBERTA L. EAMES)
and TAMMY EAMES, on behalf of)
themselves and all others)
similary situated,)
)
Plaintiffs,)
) Civil Action
v.) No. 04-CV-1324KAJ
)
NATIONWIDE MUTUAL INSURANCE)
COMPANY,)
)
Defendant.)

Deposition of Glenn Deaton Agency, Inc.
taken pursuant to Federal Rule of Civil Procedure
30(b)(6) through its designee GLENN W. DEATON at the
law offices of Murphy, Spadaro & Landon, 1011 Centre
Road, Suite 210, Wilmington, Delaware, beginning at
10:40 a.m., on Tuesday, August 9, 2005, before Kurt A.
Fetzer, Registered Diplomate Reporter and Notary
Public.

APPEARANCES:

JOHN S. SPADARO, ESQ.
MURPHY SPADARO & LANDON
1011 Centre Road - Suite 210
Wilmington, Delaware 19805
For the Plaintiffs

CURTIS P. CHEYNEY, III, ESQ.
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1 APPEARANCES: (Cont'd)

2 ROBERT J. LEONI, ESQ.
3 MORGAN SHELSBY & LEONI
4 131 Continental Drive - Suite 206
5 Newark, Delaware 19713
6 For the Witness

7 - - - - -
8 GLENN W. DEATON,

9 the deponent herein, having first been
10 duly sworn on oath, was examined and
11 testified as follows:

12 EXAMINATION

13 BY MR. SPADARO:

14 Q. Sir, would you state your name for the record,
15 please?

16 A. Glenn W. Deaton.

17 Q. Can you tell me your home address, please?

18 A. 128 Sweet Gum Drive, Dover, Delaware, 19904.

19 Q. Have you given sworn testimony under oath at a
20 deposition proceeding before?

21 A. Yes.

22 Q. And you understand that I will be asking you
23 questions at the deposition and that you will be
24 expected to answer them completely and truthfully
under oath?

A. Yes, I do.



1 Q. And will you agree that if any question I ask
2 is unclear to you or if you feel that it needs
3 rephrasing or repetition, you will ask me to clarify
4 or repeat the question?

5 A. Yes, I will.

6 Q. And if you need to take a break, let me know
7 that. I'm going to try to move quickly enough so that
8 we don't need any breaks during your testimony, but
9 that doesn't mean you're not entitled to take one if
10 you want to. Okay?

11 A. Okay.

12 Q. Are you represented by any attorney at this
13 deposition?

14 A. I am.

15 Q. Is Mr. Leoni representing you today?

16 A. Yes, he is.

17 Q. And are you a representative of the Glenn
18 Deaton Agency Incorporated?

19 A. I am.

20 Q. What is the Glenn Deaton Agency Incorporated?

21 A. I'm an independent contractor, agent, principal
22 for Nationwide Insurance Company.

23 MR. SPADARO: Could you read that back,
24 Kurt?



1 (The reporter read back the last answer.)

2 BY MR. SPADARO:

3 Q. Do I understand from your answer that you're
4 indicating that in the business in which you operate
5 Nationwide acts as a principal and you act as
6 Nationwide's agent?

7 A. The term principal I use to describe myself as
8 an agency, I'm the agency principal.

9 Q. The principal of the business?

10 A. Correct.

11 Q. Maybe I should ask. What is your relationship
12 to the Glenn Deaton Agency Incorporated?

13 A. I'm the president of the corporation and the
14 primary agent-producer.

15 Q. And what do you mean by "agent-producer"?

16 A. I am responsible for the sale of the products
17 in the office and also have other licensed staff, but
18 I am the primary producer of sales, salesperson, if
19 you will.

20 Q. What does -- if I refer to the Glenn Deaton
21 Agency Incorporated as Deaton or the Deaton Agency,
22 will you know what I mean?

23 A. Yes.

24 Q. What, if anything, does the Deaton Agency sell?



1 A. We sell a variety of property, casualty and
2 life and health, financial service products, including
3 automobile, homeowner, commercial property liability,
4 worker's compensation, life insurance and some mutual
5 funds and variable products as well.

6 Q. The products that you listed are all insurance
7 products, are they not?

8 A. Correct.

9 Q. And does the Deaton Agency sell Nationwide
10 Insurance products to consumers?

11 A. Yes.

12 Q. And ask the Deaton Agency sell exclusively
13 Nationwide Insurance products to Delaware consumers?

14 A. I am a captive, exclusive agent of Nationwide.
15 I do have opportunities to sell products outside of
16 that arrangement, but primarily Nationwide products.

17 Q. Are you able to estimate roughly the percentage
18 of Nationwide Insurance products that you sell
19 compared to the insurance products of other insurance
20 companies?

21 A. Nationwide sales represents I would say 90 to
22 95 percent of our overall sales.

23 Q. What do you mean when you are referring to the
24 Deaton Agency as captive?



1 A. I have a contract to sell Nationwide's products
2 exclusively. I'm required to sell Nationwide's
3 products. I'm not allowed to broker or go outside of
4 that agreement for market. In other words, if
5 Nationwide offers that product for sale, I'm going to
6 sell their product.

7 If I have occasion to sell a product that
8 Nationwide is not interested in that market, I'm
9 allowed to place that through another carrier.

10 Q. So you're allowed to sell other insurance
11 companies' products so long as they don't compete in
12 this market with products that Nationwide is selling?

13 A. Correct.

14 Q. I hope you understand what I meant. When I
15 said, "this market," I meant Delaware. And I think
16 you understood my question that way?

17 A. Correct. That's the only state that I am
18 licensed to transact.

19 Q. And you do hold a professional license?

20 A. Yes, I do.

21 Q. Could you identify it for me?

22 A. I have a license through the Delaware Insurance
23 Commissioner's office, an agency's license to sell all
24 of the products that I mentioned, property, casualty,



1 life, health, bonding and variable annuities as well.

2 Q. You understand, do you not, that you've been
3 designated by the Deaton Agency to testify on its
4 behalf at this deposition?

5 A. Yes.

6 Q. Do you freely accept that designation?

7 A. Yes, I do.

8 MR. SPADARO: Let me ask the court
9 reporter to mark as Exhibit 1 to your deposition a set
10 of documents that purports to be a copy of a letter
11 signed on my behalf by another attorney in my firm,
12 Mr. Brockstedt, dated March 24, 2005 and addressed for
13 hand delivery to the Glenn Deaton Agency Incorporated,
14 attached to which is a copy of the subpoena that we
15 served on the Glenn Deaton Agency in this case.

16 (Deaton Deposition Exhibit No. 1 was
17 marked for identification.)

18 BY MR. SPADARO:

19 Q. Have you had an opportunity to examine the
20 document that's been marked as Deaton Exhibit 1?

21 A. Yes, I have.

22 Q. Have you seen this document before, Mr. Deaton?

23 A. Yes.

24 Q. Does it appear to be what I have described?



1 A. Yes, it does.

2 Q. If you turn to the fourth page of the document,
3 do you see there an appendix that purports to set
4 forth a description of the documents being subpoenaed
5 and the topics for your testimony today?

6 A. Yes.

7 Q. And on the next page do you see the heading
8 Matters for Examination?

9 A. Yes.

10 Q. And you understand that under that heading is
11 set forth the three subject areas which I'll be asking
12 questions about today?

13 A. Yes.

14 Q. And have you had a chance to review those
15 subject areas before today's deposition?

16 A. I have.

17 Q. Are you prepared to answer questions relating
18 to those three subject areas?

19 A. I am.

20 Q. Thank you.

21 How many employees does the Deaton Agency
22 have, sir?

23 A. Including myself, five.

24 Q. Let me ask you a little bit more about your



1 relationship, the agency's relationship with
2 Nationwide, if I could. Okay?

3 Does the Deaton Agency lease equipment
4 from Nationwide?

5 A. Could you be more specific about equipment?

6 Q. Well, is there office equipment that you use in
7 your business operations like computers, telephones
8 and that sort of thing?

9 A. All of the office equipment belongs to my
10 business. It's not property of Nationwide Insurance,
11 desks, chairs, filing cabinets.

12 Computer equipment specifically for many
13 years was the property of Nationwide Insurance and we
14 were required by contract to lease their hardware and
15 use their software. A few years ago they decided to
16 get out of the hardware business. And basically the
17 agents now own the hardware, but we are under contract
18 to use their software and their pipeline, if you will,
19 the company intranet and the software and all the
20 products of running the software and the computer is
21 provided by Nationwide, but the computer is owned by
22 the agency.

23 Q. When you say that the software is owned by
24 Nationwide, does that include what might be called



1 document management software?

2 A. Yes.

3 Q. Do you send and receive e-mails at the Deaton
4 Agency?

5 A. Yes, we do.

6 Q. If I understand correctly, is it correct to say
7 that your e-mails are sent and received on
8 Nationwide's file server?

9 A. That's correct.

10 Q. How is the Deaton Agency compensated for its
11 role in selling Nationwide Insurance products in
12 Delaware?

13 A. We're compensated strictly through commissions
14 on products that we sell. We have no other source of
15 income other than commission based on the sales.

16 Q. When a premium is obtained from a consumer in
17 connection with the sale of a Nationwide Insurance
18 product through the Deaton Agency, do you begin by
19 transferring the premium to Nationwide?

20 A. Yes. Any premium received by our office is in
21 a fiduciary capacity, is placed in a fiduciary
22 account, a premium-bearing account only and is
23 remitted to Nationwide. And I receive my commission
24 after they have processed their transactions on a



1 biweekly basis.

2 Q. So Nationwide collects premiums and then pays
3 to you commissions based on how much premium was
4 collected?

5 A. Right.

6 Q. How are employees' salaries paid? Are they
7 paid directly by the Deaton Agency?

8 A. Yes. The employees are employees of myself and
9 are paid directly by me.

10 Q. How long have you been the president of the
11 Deaton Agency?

12 A. I started with Nationwide in the fall of 1989.
13 Fifteen, sixteen years.

14 Q. Now, Mr. Deaton, we're going to be referring to
15 a particular type of coverage within the automobile
16 insurance product known as personal injury protection.

17 Are you familiar with that term?

18 A. I am.

19 Q. And if I call it personal injury protection,
20 you'll know what I mean?

21 A. Yes.

22 Q. If I call it PIP, you will know what I mean?

23 A. Yes.

24 Q. I may make reference to limits of liability for



1 PIP coverage. If I do that, will you know what I
2 mean?

3 A. Yes.

4 Q. And --

5 MR. LEONI: John, I'm just going to ask
6 that you make sure that if he doesn't understand it in
7 the context that you're asking that you explain that
8 because we have to make sure he understands it in the
9 context that you're using it.

10 MR. SPADARO: Sure.

11 BY MR. SPADARO:

12 Q. We have agreed if you have any questions about
13 my questions you will ask me, right?

14 A. Certainly.

15 Q. I'm not trying to give you an insurance 101
16 quiz. But just for the record can you give me your
17 understanding of what limits of liability means as an
18 insurance term?

19 A. Sure. Limits of liability would be the amount
20 provided by the contract, a maximum amount based on a
21 per person limit or a per occurrence limit, but limit
22 of liability would be the maximum amount payable by
23 the company for a claim, a covered claim.

24 Q. And that amount is a dollar amount?



1 A. Correct.

2 Q. So it's expressed in numbers, is expressed in
3 dollars?

4 A. It's expressed in dollars, yes.

5 Q. Are you able to give me a step-by-step
6 description -- I could break it down if you want me
7 to, but maybe it's faster not to. It's your
8 preference.

9 If I ask you to give me a step-by-step
10 description of the process by which an ordinary
11 Delaware consumer in your neighborhood comes in and
12 purchases a Nationwide auto policy, could you do that
13 for me?

14 A. Yes, I could.

15 Q. Okay. Would you, please?

16 A. Sure. Once a quote is given -- generally, the
17 process starts by an individual requesting a quote for
18 what the coverage would be.

19 We would --

20 Q. I'm sorry. I don't mean to interject. Along
21 the way I may ask you to clarify a term here or there.

22 A. Sure.

23 Q. By "quote" you're referring to the consumers
24 asking how much will it cost me to buy auto insurance?



1 A. They would like a price quotation for the cost
2 of coverage.

3 We would gather the required information
4 that is needed to prepare a quote, certain personal
5 information about the type of vehicle, driving record,
6 information about the driver and so forth. Once the
7 quote is prepared and given and accepted, the
8 application process would start where we would
9 basically complete the Nationwide application on the
10 computer, generate an application, going through the
11 various information as needed about drivers and so
12 forth, the vehicle and coverages.

13 At that point we would interview with the
14 client or with the applicant explaining and requesting
15 if they have specific limitations, limits of liability
16 that they would like to compare with, if they have a
17 current contract. If they do not have current
18 coverage, we would explain to them what's required by
19 law and then show them the option limits that are
20 available.

21 Upon completion of the application it
22 would be printed out and any trailing documents that
23 were required to be signed -- a trailing document
24 would be a document in addition to the application



1 itself. The form A is considered a trailing document.
2 A vehicle inspection form, if a vehicle may be
3 customized or altered or have existing damage we are
4 required to view the vehicle and potentially have a
5 document, a trailing document as an inspection report.
6 A child's or student's report card that would be in
7 line for a discount, a defensive driving class, any
8 supplemental document that would affect the rate
9 provided or the coverage provided, we would be
10 required to obtain those, signatures on the
11 application and any trailing documents would be
12 obtained.

13 We would review what coverages are elected
14 and rejected by the applicant.

15 Q. When all of that was completed what would
16 happen?

17 A. The premium would be collected based on the
18 applicant's choice of pay plan. There are a variety
19 of different pay plan options available. We would
20 collect the appropriate premium, provide a receipt.
21 And we would at that point provide a binder or
22 memorandum of insurance, some proof that the
23 application process had been completed.

24 We would provide that to the applicant



1 with a receipt. The application would be released or
2 sent to Nationwide by the computer. We would set up a
3 new file retaining the documents in our file. No
4 paper really transactions go to Nationwide. It's done
5 electronically and we retain the original application
6 and any trailing documents in our file. Premiums are
7 collected by our firm, by our agency, are deposited in
8 a local bank, are remitted on Nationwide's remittance
9 program. And they will then a couple of business days
10 later they will electronically draft those funds from
11 the fiduciary account.

12 At that point the policy is processed and
13 generated directly by Nationwide from their service
14 center and sent out to the insured.

15 We tell every applicant that they will
16 receive their policy package directly from Nationwide
17 with I.D. cards and the policy packet itself; when
18 it's received to please give us a call if they have
19 any questions, to review if there's anything there
20 that they're not sure of. And we would set up our
21 file from there and that's basically, that's the basic
22 transaction process.

23 Q. Okay. Let me ask you about the point at which
24 the premium has been collected and a binder or



1 memorandum of insurance or other proof of insurance
2 has been provided to the consumer. Okay?

3 A. (The witness nodded.)

4 Q. Are you with me?

5 A. Yes.

6 Q. Have I so far characterized that part of your
7 testimony correctly?

8 A. Yes.

9 Q. At that point is the consumer insured for
10 automobile insurance by Nationwide?

11 A. Yes.

12 Q. So it's your understanding at that point an
13 insurance contract exists?

14 A. Yes.

15 Q. How long after that point -- well, at that
16 point the consumer presumably goes, leaves your office
17 and goes home carrying the auto memorandum of
18 insurance or binder or other proof of insurance,
19 right?

20 A. Correct.

21 MR. CHEYNEY: Objection.

22 Q. How much time typically passes, if you can tell
23 me, between that event and the consumer's receipt of
24 policy documents generated from Nationwide's service



1 center?

2 A. Generally, one week, approximately a week's
3 time to process and have that sent out in the mail to
4 them.

5 Q. Have you known it to take less than a week?

6 A. Yes.

7 Q. Have you known it to take more than a week?

8 A. Yes.

9 Q. On the far end of the scale, how long does it
10 take when it takes longer than a week?

11 A. Only an additional day or two, maybe ten days
12 maximum.

13 Q. And if the insured vehicle is involved in an
14 automobile collision during that one week to ten-day
15 interim, it's your understanding that Nationwide
16 insures that event?

17 MR. CHEYNEY: Objection.

18 A. Correct.

19 Q. Where is the Nationwide service center? Do you
20 know?

21 A. It is in Gainesville, Florida for the bulk of
22 the automobile policies that we issue. They're
23 generated from the Gainesville, Florida service
24 center.



1 Q. Are there other Nationwide service centers that
2 address other regions of the country?

3 A. Yes.

4 Q. Thank you.

5 This process you've described very
6 patiently for me, which I appreciate, this step-by-
7 step process by which the consumer purchases the auto
8 insurance from Nationwide, as part of that process are
9 documents shared with the consumer at any stage?

10 A. Documents, yes.

11 Q. For example, is the price quote that you
12 started your description with a written price quote?

13 A. Yes.

14 Q. And that's a document that's shared with the
15 consumer and he can take home with him?

16 A. We do have a formal quote letter when someone
17 asks for a quote that we can provide a user friendly
18 quote letter. Generally, that's not sent out on a
19 telephone quote or if someone comes into the office
20 and I provide the quote on the computer and share with
21 them the information on the monitor and they say yes,
22 I would like to purchase that coverage, generally that
23 quote letter is not printed out.

24 We would go directly into the application



1 process. Many times we would not print or screen
2 print, if you will, the quote to show them if they
3 brought their policy with them and they would like to
4 compare, we would print off a document like that which
5 would be just a screen print. But there is a formal
6 quote letter that can be generated if it's requested.

7 Q. Whether the document is generated hard copy or
8 not, is it often the case that the consumers are
9 allowed to see the quote in writing while they're in
10 your office?

11 A. Yes.

12 Q. Are there any other documents that as part of
13 this process the consumers either see visually or are
14 allowed to take with them?

15 A. Yes.

16 Q. I think you mentioned the memorandum of
17 insurance or binder or other proof of insurance.

18 A. Correct.

19 Q. That's one category of documents that is given
20 to the consumer, right?

21 A. Correct. They are offered a copy of the
22 physical application as well and the Delaware Form A
23 Delaware Protection Act document.

24 Q. I think you referred earlier to options that



1 the consumer has with respect to the limits of
2 liability that they can purchase for different
3 coverages.

4 Do you recall that?

5 A. Correct.

6 Q. And I'm going to limit my questions to
7 automobile insurance. All right?

8 A. Mm-hmm.

9 Q. There are --

10 MR. LEONI: You have to answer actually
11 verbally yes or no.

12 THE WITNESS: Yes.

13 MR. SPADARO: Thank you, Mr. Leoni.

14 BY MR. SPADARO:

15 Q. There are different dollar amounts in limits of
16 liability that consumers are able to purchase within
17 different coverages, right?

18 A. Correct.

19 Q. It's your understanding that with respect to
20 PIP coverage there's a minimum amount that's mandated
21 by statute. Is that right?

22 A. That's right.

23 Q. And the minimum statutory limits of liability
24 for PIP coverage according to your understanding are



1 \$15,000 per person/\$30,000 per accident. Is that
2 right?

3 A. Correct.

4 Q. But consumers are able to purchase more than
5 that, aren't they?

6 A. Yes.

7 Q. What is the full amount of limits of liability
8 available from Nationwide today for PIP coverage?

9 MR. CHEYNEY: Objection.

10 MR. LEONI: Do you know what? So far we
11 have been talking generically, but actually the notice
12 of deposition refers only to Nationwide Mutual
13 Insurance Company. So I'm assuming, and maybe
14 wrongfully so, your questions are limited to
15 Nationwide Mutual.

16 MR. SPADARO: Yes. All my questions are
17 limited to the defendant in this case, Nationwide
18 Mutual -- let me make sure I get the name right --
19 Nationwide Mutual Insurance Company.

20 BY MR. SPADARO:

21 Q. Do you understand that, sir?

22 A. Yes.

23 Q. Do all of your responses so far relate to
24 Nationwide Mutual Insurance Company?



1 A. Yes.

2 Q. So let me ask you again: Can you tell me the
3 full amount of PIP limits of liability that are
4 available for purchase from Nationwide today in
5 Delaware?

6 MR. CHEYNEY: Objection.

7 A. The maximum limits for PIP available is
8 \$100,000 per person/\$300,000 per accident.

9 Q. Do you have a sense of in percentage terms of
10 the percentage of auto policies that the Deaton Agency
11 is involved in selling on Nationwide's behalf for
12 which Delaware consumers in a typical year purchase
13 the minimum limits of \$15,000 per person/\$30,000 per
14 accident?

15 MR. LEONI: Hold on a second. Can I hear
16 that back?

17 Could you read it back, Kurt?

18 THE WITNESS: Because he --

19 MR. LEONI: Hold on. He's going to read
20 the question back to make sure we understand it.

21 (The reporter read back the last
22 question.)

23 MR. LEONI: Again, we're referring only to
24 Nationwide Mutual Insurance Company personal auto



1 policies?

2 MR. SPADARO: Yes.

3 BY MR. SPADARO:

4 Q. I've said that I'm only referring to the
5 defendant Nationwide Mutual Insurance Company and I
6 have clarified all of my questions relate to
7 automobile insurance. So that's a given with every
8 question I ask unless I specify otherwise. I'm not
9 going to ask you about products other than auto at
10 this point.

11 Do you understand my question?

12 A. I understand your question. But my response
13 would be particularly regarding Nationwide Mutual, the
14 company one, that Nationwide Mutual -- we're not
15 talking about the non-standard. We're talking about
16 generally -- all right.

17 Q. I'm only asking about the defendant in this
18 case, Nationwide Mutual Insurance Company.

19 A. Yes. I understand your question.

20 MR. LEONI: Just to be clear for the
21 witness because he seems to be having a little
22 trouble --

23 MR. SPADARO: If you have an objection to
24 form, we're in the District Court, if you have an



1 objection to the form, you can object to form. I'll
2 clarify.

3 BY MR. SPADARO:

4 Q. You understand I'm trying to figure out how
5 often people purchase the minimum limits? Do you
6 understand my question?

7 A. Yes, I do.

8 Q. If you can ballpark that for me in percentage
9 terms, that would be helpful.

10 A. Under Nationwide Mutual Insurance Company
11 policies that we issue I would say only 25 percent or
12 less purchase the minimum PIP coverage.

13 Q. Okay. Thank you. That's very helpful.

14 Now, in response to our subpoena it's your
15 understanding that the Deaton Agency produced certain
16 documents to us?

17 A. That's correct.

18 Q. And is it your understanding that we reached a
19 compromise by which the parties agreed that the Deaton
20 Agency would produce policy-related documents for just
21 35 policyholders?

22 A. Yes.

23 Q. And just for the record, over the course of the
24 time period embraced by this lawsuit the agency has



1 sold many more than 35 insurance policies, auto
2 insurance policies, that is, on behalf of Nationwide?

3 A. Yes.

4 Q. But this was a compromise we reached to reduce
5 the burden and expense of responding to the subpoena.
6 Do you understand that?

7 A. Yes.

8 Q. I want to mark as Exhibit 2 to your deposition
9 a set, a single set of these policy-related documents
10 that were produced by the Deaton Agency as part of
11 this compromise.

12 Do you understand what I have represented?

13 A. Yes.

14 Q. And it's your understanding, is it not, that
15 the Deaton Agency's attorneys, Mr. Leoni and his
16 office, have blacked out or redacted certain
17 identifying information that might otherwise have
18 identified the policyholders under these policies?

19 A. Yes.

20 Q. And it's your understanding that the attorneys
21 for the Deaton Agency have numbered the sets that were
22 produced to us with one- or two-digit numbers?

23 A. Yes.

24 MR. SPADARO: Let me start by marking as



1 Exhibit 2 to your deposition set number 63 from the
2 Deaton production.

3 (Deaton Deposition Exhibit No. 2 was
4 marked for identification.)

5 BY MR. SPADARO:

6 Q. Just review that, if you would, to your
7 satisfaction. Let me know when you feel comfortable
8 answering some questions about it.

9 A. (Reviewing document) Okay.

10 Q. Does this appear to be a copy of the documents
11 from set 63 of the Deaton production?

12 A. Yes.

13 Q. I'm going to ask you if you can try to describe
14 the approximately seven pages that are part of Exhibit
15 2 for me in a little more detail.

16 A. Okay.

17 Q. Thank you.

18 A. Page 1 -- the document is a standard automobile
19 insurance application through Nationwide Mutual. The
20 first page of the document provides basic declaration
21 type information about the name of the insured, date
22 of the application and basic demographic information
23 about the insured, license, date of birth, social,
24 address and so forth.



1 Page number 2 begins with detail about the
2 vehicle to be insured itself, including the make,
3 model, year, vehicle identification number and
4 ownership. The second area of the second page of the
5 document provides the coverage that's been selected.
6 The liability, physical damage, uninsured motorist and
7 PIP coverage are detailed there. Any discounts are
8 listed there on the bottom of that second page.

9 Page 3 provides ratings variables,
10 including the work or work commute, annual mileage and
11 any surcharges for rate class that might be
12 applicable.

13 Q. If I could just interject for a moment. By
14 rating variables are we referring to underwriting
15 factors that might result in a determination of the
16 premium to be charged?

17 A. Correct.

18 Q. Thank you.

19 A. Below that on the third page is some general
20 information specific to the place of the domicile of
21 the applicant, where they live, and payment
22 information is also included on page 3.

23 The fourth page is a closing statement
24 that provides information on how Nationwide will



1 handle the application regarding misrepresentations
2 and acknowledgment of coverage and accepting of the
3 risk.

4 The fifth page includes statements that
5 are asked to be initialed in total by the insured
6 regarding their use and ownership and declaration of
7 any drivers in the household or have regular use of
8 that vehicle and any forbidden uses of the vehicle
9 under the personal auto policy, including delivery of
10 pizza and you will see there in the one bullet the
11 newspapers or taxicab-type things are prohibited. We
12 ask that they acknowledge that there.

13 And the final part on page 5 is the
14 signature place where the applicant and the producing
15 agent would sign and date and time the application.

16 Q. So those first five pages are -- bear with me
17 for a second.

18 Those first five pages are the application
19 themselves?

20 A. Those pages are the application, yes.

21 Q. And the remaining two pages of Deaton Exhibit 2
22 are not what you would describe as part of the
23 application?

24 A. Correct.



1 Q. But they are part of the larger process of
2 placing insurance?

3 A. Correct.

4 Q. I'm sorry I interrupted you. Thank you.

5 A. The sixth page is the Delaware Motorists'
6 Protection Act, a form that's used to acknowledge and
7 where the applicant would select and verify or reject
8 any coverage options that they would like. The
9 minimum limits are displayed on this form that are
10 required by Delaware law, along with other optional
11 coverages for physical damage, including
12 comprehensive, collision, uninsured motorist, loss of
13 use. This is the form that we have the insured sign
14 that spells out the requirements and also the options
15 that are provided under the Delaware policies.

16 The final page is a copy of the screen
17 print that I mentioned. This would be a document that
18 I would share with an insured that would come in the
19 office if we were comparing different quotes. This is
20 simply a screen print of our quote process off the
21 computer.

22 Q. That final page that you've indicated is shared
23 with the consumer is titled Auto Rate Quote Number 1?

24 A. Correct.



1 Q. Let me ask you to turn, if you would, to the
2 second page of Deaton Exhibit 2, please.

3 I'm going to direct your attention to the
4 entries in the middle of the page under the Heading
5 Vehicle Level Coverages.

6 Do you see that?

7 A. Yes.

8 Q. Now, there appear to be under that heading
9 three columns setting forth information. Is that fair
10 to say?

11 A. Yes.

12 Q. In the left-hand column we see the first entry
13 reads Comprehensive and underneath that Collision and
14 then underneath that Property Damage and so forth.
15 That left-hand column identifies different types of
16 insurance coverage within the automobile insurance
17 product?

18 A. Correct.

19 Q. Is that fair to say?

20 A. Yes.

21 Q. And the middle column begins with the number
22 250. Do you see that?

23 A. Yes.

24 Q. And that corresponds to the entry in the



1 left-hand column that says Comprehensive, right?

2 A. Correct.

3 Q. And what does that information up to that point
4 indicate?

5 A. That entry relates to the deductible that would
6 be applied to that line of coverage. \$250 would be
7 the deductible applicable to the comprehensive line of
8 coverage.

9 Q. Very briefly, what does comprehensive coverage
10 entail in an auto insurance policy?

11 A. Comprehensive coverage provides coverage for
12 damage to the insured vehicle that is not collision
13 related and would include glass breakage, vandalism,
14 theft, fire, flood. Collision with an animal would be
15 one comprehensive coverage where a collision would
16 take place with an animal, but it's damage to the
17 vehicle that's generally not collision related.

18 Q. So it appears that it's contemplated for this
19 particular insurance contract that there will be a
20 deductible for comprehensive coverage of \$250, right?

21 A. Correct.

22 Q. And that deductible is expressed in a dollar
23 amount?

24 A. Yes.



1 Q. In the right-hand column there appear to be
2 dollar amounts set forth for each of the types of
3 coverage.

4 Do you see that?

5 A. Yes.

6 Q. The first being \$23.20 corresponding to the
7 comprehensive coverage entry, right?

8 A. Correct.

9 Q. Am I correct that sets forth the premium amount
10 to be collected with respect to each coverage within
11 the automobile insurance contract?

12 A. Yes.

13 Q. Now let me ask you to turn, if you could, to
14 the last page of Deaton Exhibit 2 entitled Auto Rate
15 Quote Number 1 and let me know when you have that
16 before you, please.

17 A. I do.

18 Q. This document has a similar format, doesn't it?

19 A. Yes.

20 Q. Because we see abbreviated names for the
21 different types of coverage beginning with COMP for
22 comprehensive and then COLL for collision, then PD for
23 property damage and so forth, right?

24 A. Correct.



1 Q. And then in the middle column we see the dollar
2 amount for comprehensive that indicates 250,
3 signifying the \$250 deductible to be charged for that
4 coverage, right?

5 A. Correct.

6 Q. In the right-hand column we see that 23.20
7 indicating the \$23.20 premium to be collected for the
8 comprehensive coverage, correct?

9 A. Correct.

10 Q. Now, there is information redacted on this
11 page. So let me ask you as it appears in unredacted
12 form, does the name of the insured appear on this
13 page?

14 A. Yes.

15 Q. And would the page in unredacted form indicate
16 anywhere the vehicle to be insured?

17 A. Yes.

18 Q. How would it identify that vehicle?

19 A. By the year, make and model would generally
20 appear in the heading above the \$250 deductible where
21 it's been redacted. The vehicle year and type would
22 appear there.

23 Q. And we know that the types of coverages are
24 described in the document, right?



1 A. Correct.

2 Q. And the limits of liability for the coverages
3 are set forth, are they not?

4 A. Yes.

5 Q. And the premium amount to be charged for each
6 is set forth, right?

7 A. Yes.

8 Q. Turning to that middle column that begins with
9 the number 250 for the deductible for comprehensive
10 coverage, that is not a dollar amount that indicates
11 the limit of liability for comprehensive coverage, is
12 it?

13 A. No.

14 Q. It indicates rather the dollar amount of the
15 deductible for that coverage, right?

16 A. Correct.

17 Q. Why does it indicate a dollar amount for the
18 deductible rather than for the limit of liability?

19 A. The deductible is a common factor that would be
20 charged against a claim regardless of -- the value of
21 the vehicle is a variable that cannot really be
22 contemplated at the time of application. The value or
23 limit of that coverage would be contemplated at the
24 time of the claim, meaning someone may have purchased



1 a brand-new vehicle on this day valued at \$20,000.
2 Well, when the claim time comes a week, a month, a
3 year later, the value of that vehicle would be
4 determined at that time based on the actual cash value
5 of the vehicle at the time.

6 So that deductible is assessed as a common
7 factor against the amount of the claim because the
8 limit of liability would be relatively unknown based
9 on the actual cash value of the vehicle.

10 Q. So the limit of liability is not expressed in
11 that column for comprehensive coverage because it's
12 not a readily identifiable number at the time the
13 policy is purchased?

14 A. Correct.

15 Q. Rather, it's a number to be determined later
16 based on the depreciating value of the property?

17 A. And the amount of damage incurred, correct.

18 Q. And the amount of damage incurred. Thank you.

19 The number 500 appears in the middle
20 column for the entry for collision damage. Do you see
21 that?

22 A. Yes.

23 Q. And what does that number express?

24 A. In similar fashion, it is a deductible that



1 would be charged against the claim to the insured for
2 a collision claim.

3 Q. And that's expressed as a dollar amount?

4 A. Correct.

5 Q. And the reason that entry is expressed as a
6 deductible rather than showing the limit of liability
7 for collision damage is the same reason you explained
8 with respect to comprehensive coverage, right?

9 A. Yes.

10 Q. It is an unknowable factor at the time the
11 policy is purchased?

12 A. Correct.

13 Q. The number 10,000 appears in that middle column
14 entry on this last page of Deaton Exhibit 2 for
15 property damage coverage.

16 Do you see that?

17 A. Yes.

18 Q. And is that insurance coverage that insures
19 against property damage claims brought by other
20 drivers for damage done to their property?

21 A. Correct.

22 Q. And the 10,000 indicates, the 10,000 figure in
23 that middle column of the last page of Deaton Exhibit
24 2 for property damage indicates the dollar amount of



1 the limit of liability for property damage coverage?

2 A. That's correct.

3 Q. And that's expressed as a dollar amount because
4 it is a dollar amount known at the time the policy is
5 purchased?

6 A. That's correct.

7 Q. When the policy is purchased it's readily
8 ascertainable what the limit of liability is for
9 property damage coverage or bodily injury coverage,
10 right?

11 A. Correct.

12 Q. And for the bodily injury entry we see 15/30 in
13 the middle column.

14 Do you see that?

15 A. Yes.

16 Q. What does that mean?

17 A. That signifies \$15,000 per person and a \$30,000
18 per accident limitation.

19 Q. So that's the limit of liability for bodily
20 injury coverage?

21 A. Correct.

22 Q. And that's the insurance made available for
23 claims by other persons than the insured against the
24 insured for bodily injury suffered in a covered event?



1 A. Correct.

2 Q. The next entry on the left reads UMBI. Do you
3 see that?

4 A. Yes, I do.

5 Q. What does that stand for?

6 A. It stands for uninsured motorist bodily injury
7 coverage.

8 Q. I'm sorry. I skipped. There's an entry above
9 that column that says DB.

10 Do you see that?

11 A. Yes.

12 Q. What does that stand for?

13 A. That stands for death benefit.

14 Q. What is the death benefit coverage? Could you
15 explain that quickly?

16 A. Nationwide's product provides a death benefit
17 to the named insured, the driver and passengers if
18 they are killed in a covered accident if they are
19 wearing their seat belt. There is a small death
20 benefit payable.

21 Q. Then in the middle entry where otherwise
22 there're expressed limits of liability or deductibles
23 you see the entry in letters CNW.

24 Do you see that?



1 A. Correct.

2 Q. I have no idea what that means and I guess that
3 means coverage not wanted, but maybe you could tell
4 me.

5 A. That's exactly correct.

6 Q. Is it the case that wherever I see CNW in the
7 documents that Deaton produced it means coverage not
8 wanted?

9 A. Yes.

10 Q. And I'll represent to you that I have seen that
11 entry in documents produced by other insurance agents
12 that have been subpoenaed in the case.

13 Do you understand what I have told you?

14 A. Sure. Yes.

15 Q. Do you understand that to be a standard
16 abbreviation used in documents of this type --

17 A. Yes.

18 Q. -- by insurance agents?

19 A. Yes.

20 Q. I'm sorry. Your answer is?

21 A. Yes.

22 Q. Thank you.

23 Let me take you to the entry for PIP in
24 the left-hand column. Do you see that?



1 A. Yes.

2 Q. And in the middle column it says full.

3 Do you see that?

4 A. Yes.

5 Q. And that's a characterization that we see in --

6 I'll represent to you that that characterization of
7 PIP as full is one that can be found in every set of
8 documents that the Deaton Agency produced.

9 Do you understand what I am representing
10 to you?

11 A. Yes.

12 Q. Does that surprise you?

13 A. No.

14 Q. Is it fair to say that the characterization of
15 PIP as full in documents like the auto rate quote
16 shown on the last page of Deaton 2 is a routine one in
17 your business?

18 A. Yes.

19 Q. What I could do is show you some additional
20 examples of that characterization as it appears in
21 other sets of documents that Deaton produced simply so
22 you could confirm that full is in there. We can go
23 through that exercise. I'm happy to do that. Or you
24 could simply tell me that you expect to find it in all



1 of them, if that's the case.

2 A. Yes. I would expect to see that usage of the
3 word "full" in the various documents that you have
4 obtained.

5 Q. And you would expect to see it in connection
6 with PIP?

7 A. Correct.

8 MR. SPADARO: Just give me a couple of
9 minutes to think if I have anything else and I may
10 have nothing else.

11 MR. LEONI: While we're on break, you're
12 not allowed to talk to me, him, anybody else about
13 your testimony, what questions you were asked, what
14 questions you may be asked. You can talk to him about
15 anything else, hunting or whatever.

16 Do you understand that?

17 THE WITNESS: Yes.

18 MR. LEONI: Okay.

19 (A brief recess was taken.)

20 MR. SPADARO: Mr. Deaton, let me show you
21 what I am going to ask the court reporter to mark as
22 Exhibit 3 to your deposition.

23 (Deaton Deposition Exhibit No. 3 was
24 marked for identification.)



1 BY MR. SPADARO:

2 Q. Mr. Deaton, take your time reviewing that
3 document, but I don't think I have too much to ask you
4 about it. I will represent to you that the document
5 marked as D-3 entitled Auto Memorandum Of Insurance is
6 just that, an auto memorandum of insurance that was
7 shared with us by the plaintiffs in this case, Mr. and
8 Mrs. Eames.

9 Do you understand what I have represented?

10 A. Yes.

11 Q. You can I think readily determine that this is
12 not a document related to an auto policy that was sold
13 through your office.

14 A. Correct.

15 Q. But instead it appears to relate to a policy
16 sold through another Delaware insurance agent?

17 A. Correct.

18 Q. I simply want to ask you whether -- let me go
19 back.

20 You referred during your helpful
21 description of the step-by-step process by which the
22 auto policy is sold to a document type called the auto
23 memorandum of insurance.

24 Do you remember that?



1 A. Yes.

2 Q. Is this that type of document that you
3 described in that explanation?

4 A. Yes.

5 MR. SPADARO: That's all I have,
6 Mr. Deaton. I appreciate your patience and coming up
7 here today.

8 MR. CHEYNEY: I have some questions.

9 MR. LEONI: Mr. Cheney is going to ask you
10 some questions.

11 BY MR. CHEYNEY:

12 Q. Mr. Deaton, the packet 63 that was shown to
13 you, there is no binder attached, is there?

14 A. There is not.

15 Q. Do you keep a copy of the binder?

16 A. As a rule, generally no.

17 Q. Do you give a binder copy to the policyholder
18 or the new policyholder?

19 A. Yes.

20 Q. What does the binder indicate? Do you have a
21 copy of that that you could make available?

22 A. I could make it available. It is very similar
23 in its format and content to the memorandum of
24 insurance.



1 I could elaborate briefly that the auto
2 memorandum of insurance is generally once the policy
3 is issued by the company and physically processed, the
4 auto memorandum would be issued because it has a
5 policy number on it.

6 The binder contains pretty much the same
7 information with a caveat that says this is a binder
8 subject to the issuance of the policy. It gives a 30-
9 day time limit.

10 Q. That's exactly my question. The binder is not
11 the policy?

12 A. Correct.

13 Q. Now, the automobile insurance application that
14 you have as Exhibit 63, this is signed by the
15 applicant. Is that correct?

16 A. Correct.

17 Q. Is the information on it signed by the
18 applicant when they sign it?

19 A. Yes.

20 Q. Do you explain to the applicant what the PIP,
21 personal injury protection, full and \$71.90 means?

22 A. Yes.

23 Q. And what does full mean when it appears there
24 that's explained to the applicant?



1 A. It means that that coverage is without a
2 deductible meeting the statutory requirement, the full
3 limit of the statute, which is 15/30.

4 Q. Now, does that 71.90 that appears in that
5 column adjacent to full, to the right of full reflect
6 that premium for that policy coverage?

7 A. Yes.

8 Q. And if it were anything greater like the
9 additional policy coverage you spoke of, the APIP or
10 the 100/300,000, would that be a different premium?

11 A. Yes, it would.

12 Q. And that appears in the additional personal
13 injury protection, coverage not wanted?

14 A. Correct.

15 Q. Is there a discussion between you or your
16 agency and the insured as to the options of the APIP,
17 additional personal injury protection, or the minimum
18 policy limits?

19 A. Yes.

20 Q. Is this application always given, always given,
21 routinely given to the insured at the time they come
22 in?

23 MR. SPADARO: Objection to the form.

24 You can answer.



1 MR. CHEYNEY: I think those words were
2 your words, "routine" and "common." I'm just trying
3 to get back to what your question was and repeat those
4 words.

5 So let me do it again.

6 BY MR. CHEYNEY:

7 Q. Is this application routinely and commonly
8 given to the insured at the time he signs the
9 application?

10 A. It is offered consistently to the insured if
11 they would like to have a copy of it.

12 Q. How often in your experience during the course
13 of the year, an average year do they take it or don't
14 take it?

15 A. It's taken rarely by -- in my experience, the
16 physical application is rarely taken by the applicant.
17 Their concern is the proof of coverage that they would
18 need for the purchase of their vehicle or their motor
19 vehicle or to go to Motor Vehicle for registration
20 processes, purposes.

21 A small percentage generally request the
22 hard copy application.

23 Q. Now, going to page 3 of the application, the
24 very last line under Notice, it says, and I quote the



1 first three words, "Read your policy."

2 Do you see that?

3 A. Yes.

4 Q. Is that something that's always told to an
5 applicant, when the policy comes to read the policy
6 and if there's any questions to call you?

7 A. Yes.

8 Q. The application is not the policy, is it?

9 A. Correct.

10 Q. In the closing statement on page 4 there's a
11 paragraph four from the bottom. That first sentence
12 of that paragraph, could you read that?

13 A. Beginning with "I hereby"?

14 Q. Yes.

15 A. "I hereby acknowledge that all coverages,
16 required and optional, available to me have been fully
17 explained."

18 Q. In connection with that statement is it fair to
19 say from your agency and your personal viewpoint that
20 you explain to the insured at the time of the
21 application what the limits are that they are
22 purchasing, what the deductibles available are and
23 what the available additional APIP coverage for PIP
24 might be?



1 A. Yes.

2 Q. Now, it also says in the very last paragraph --
3 could you read that sentence fully, please?

4 A. "I have read and signed the Delaware Motorist
5 Protection Act form, required by Delaware statute and
6 have selected the coverage and limits requested
7 hereon."

8 Q. Now, is that form what page 6 would be?

9 A. Yes.

10 Q. And do you and your agency go over this form
11 and what is checked on the form?

12 A. Yes.

13 Q. Is frequently or infrequently the checking the
14 result of actual conduct of the applicant or by your
15 agency?

16 A. Do you refer to the physical marking of the
17 box?

18 Q. Yes.

19 A. Generally by the agent or agency employee, not
20 the applicant.

21 Q. Is it always done as a result of a conversation
22 and specific question?

23 A. Yes.

24 Q. Do you see anywhere on this policy the



1 word "full" unmodified by any other word when it comes
2 to the no-fault coverage package number 3?

3 MR. SPADARO: Objection.

4 MR. LEONI: Objection. Because I don't
5 understand. You said, "Do you see anywhere on this
6 policy." What policy?

7 MR. CHEYNEY: I beg your pardon. The
8 Delaware Motorists' Protection Act form. We're on
9 page 6.

10 MR. LEONI: Of exhibit Deaton Exhibit 2.

11 MR. CHEYNEY: Withdraw the question.

12 BY MR. CHEYNEY:

13 Q. Looking at this form where it says the
14 coverages under A, paragraph 3, do you see that?

15 A. Yes.

16 Q. And do you see under B, "Options. You must
17 select limits and coverage desired"? Do you see that
18 paragraph?

19 A. Yes.

20 Q. Do you see paragraph or subparagraph 3 in that
21 column?

22 A. Yes.

23 Q. What does that say?

24 A. "Full Coverage with no Deductible."



1 Q. Is it from that choice where the selection is
2 made in column C that information is put into the
3 computer as to what the PIP coverage is for the 15/30?

4 A. Yes.

5 Q. At the bottom of that page 6 can you read that
6 information that's contained in the box?

7 A. "It is not the intent of this statement to
8 limit or discourage the purchase of increased limits
9 of liability and personal injury protection coverages,
10 or other additional coverages which may be available
11 from the company."

12 Q. Is it your custom and routine and practice in
13 your agency to always offer the APIP coverage?

14 A. Yes.

15 Q. The screen saver, page 7 of this of Exhibit 63,
16 is this something that is routinely and commonly given
17 to the insured or is this a screen saver that you use
18 for making a rate quote?

19 MR. SPADARO: Objection to the form.

20 Q. It's okay.

21 A. This is a document that is generally used for
22 explanation and comparison of options, but it is
23 generally not given to the applicant unless requested.
24 It's more of a worksheet, if you will.



1 Q. It's a rate quote sheet, correct?

2 A. Correct.

3 Q. It is not the policy, is it?

4 A. No.

5 MR. LEONI: Let me just make sure the
6 record is clear that this is Deaton Exhibit 2 we're
7 talking about which has on the first page a marking
8 number 63.

9 MR. CHEYNEY: Correct. It's the last page
10 of that.

11 BY MR. CHEYNEY:

12 Q. In connection with dealing with applicants for
13 insurance, is there a script given to you by
14 Nationwide as to what to say when talking about PIP
15 protection?

16 A. No.

17 Q. Is it fair to say that when dealing with
18 applicants everyone is different and unique?

19 A. Yes.

20 Q. Although the areas are covered, there's no
21 script or set formula of language used?

22 A. That's correct.

23 MR. CHEYNEY: That's all I have. Thank
24 you.



1 BY MR. SPADARO:

2 Q. I just have a couple of follow-up questions,
3 Mr. Deaton, not much.

4 If you would, keep before you Deaton
5 Exhibit 2. If you would turn to the page that bears
6 the heading Closing Statement, if you could find that.

7 A. Okay.

8 Q. If you would direct your attention to the
9 paragraph that begins a little bit, begins about the
10 middle of the page and begins with the words "I hereby
11 acknowledge that all coverages."

12 Do you see that?

13 A. Yes.

14 Q. That sentence says, "I hereby acknowledge that
15 all coverages, required and optional, available to me
16 have been fully explained."

17 Do you see that?

18 A. Yes.

19 Q. And Mr. Cheney asked you about that sentence.
20 Do you recall that?

21 A. Yes.

22 Q. Does the reference to coverages being fully
23 explained have meaning to you?

24 A. Yes.



1 Q. And what does it mean for coverages to be fully
2 explained?

3 A. To make sure that the applicant understands
4 what coverages are available to them and what limits
5 of coverages that they are purchasing, what optional
6 limits might be available to them, and coverages not
7 just relating to the PIP, as we mentioned, but
8 additional coverages in terms of rental car, towing
9 and labor, other accessory coverages that may be
10 available that they may not have thought about or
11 contemplated.

12 Q. The reference in that sentence to coverages
13 being fully explained does not imply a minimal
14 explanation, does it?

15 A. No.

16 Q. The last sentence on that page that bears the
17 heading Closing Statement and is part of Deaton
18 Exhibit 2 was a sentence that Mr. Cheyney asked you to
19 read fully.

20 Do you recall that?

21 A. Yes.

22 Q. And in response to his request, you read the
23 entire sentence, didn't you?

24 A. Yes.



1 Q. You didn't read part of it, right?

2 A. Correct.

3 MR. SPADARO: That's all I have. Thank
4 you.

5 MR. LEONI: Any other questions?

6 MR. CHEYNEY: No.

7 MR. LEONI: All right.

8 (Discussion off the record.)

9 MR. SPADARO: The parties, being the Eames
10 plaintiffs, the defendant Nationwide and the remaining
11 insurance agents to be deposed today pursuant to the
12 Eames plaintiffs' subpoena, which includes the
13 Broadbent Agency, the Truitt Agency and the Hoban
14 Agency, have agreed to a stipulation in lieu of
15 continuing with those depositions so that based on
16 this stipulation the depositions of the Broadbent,
17 Truitt and Hoban designees pursuant to the plaintiffs'
18 subpoenas will no longer be necessary and have been
19 canceled.

20 And the terms of the stipulation are as
21 follows, and I invite counsel, please, to indicate
22 their assent or disagreement with the way that I
23 characterize it. The parties have stipulated that in
24 the vast majority of documents produced by the



1 insurance agents pursuant to the Eames plaintiffs'
2 subpoenas the word "full" appears next to the term
3 "PIP."

4 MR. LEONI: So stipulated.

5 MR. CHEYNEY: It's agreed.

6 MR. SPADARO: I have nothing further.

7 Thank you very much.

8 (Proceedings concluded at 12:10 p.m.)
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I N D E X

<u>DEPONENT:</u>	<u>GLENN W. DEATON</u>	<u>PAGE</u>
Examination by Mr. Spadaro		2
Examination by Mr. Cheyney		44
Examination by Mr. Spadaro		53

E X H I B I T S

<u>DEATON DEPOSITION EXHIBITS</u>	<u>MARKED</u>
1 Letter to Glenn Deaton Agency, Inc. from John S. Spadaro dated March 24, 2005 with subpoena attached	7
2 Multipage document captioned "Automobile Insurance Application Nationwide Mutual Insurance Company"	27
3 Document captioned "Auto Memorandum Of Insurance"	42
ERRATA SHEET/DEPONENT'S SIGNATURE	PAGE 58
CERTIFICATE OF REPORTER	PAGE 59



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REPLACE THIS PAGE
WITH THE ERRATA SHEET
AFTER IT HAS BEEN
COMPLETED AND SIGNED
BY THE DEPONENT.



1 State of Delaware)
2 New Castle County)

3
4 CERTIFICATE OF REPORTER

5
6 I, Kurt A. Fetzer, Registered Diplomate
7 Reporter and Notary Public, do hereby certify that
8 there came before me on Tuesday, August 9, 2005, the
9 deponent herein, GLENN W. DEATON, who was duly sworn
10 by me and thereafter examined by counsel for the
11 respective parties; that the questions asked of said
12 deponent and the answers given were taken down by me
13 in Stenotype notes and thereafter transcribed by use
14 of computer-aided transcription and computer printer
15 under my direction.

16
17 I further certify that the foregoing is a true
18 and correct transcript of the testimony given at said
19 examination of said witness.

20
21 I further certify that I am not counsel,
22 attorney, or relative of either party, or otherwise
23 interested in the event of this suit.
24

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